

1 November 2006

Your Ref: GRIHAC P46-47-48AUS

Michael J Bujold
Davis & Bujold, PLLC
112 Pleasant Street,
Concord, New Hampshire,
USA, 0331-2931

Dear Sir,

Re: US Patent Appln's Nos 10/570,530;10/577,971& 10/583,121

I refer to previous correspondence and notably my letters of 6-Sep-06 and 4 Oct 06, attachments to these letters and your reply of 16 October 06.

I have written to you previously to prevent misrepresentation of my position as regards any Applications to the USPTO, from arising. I again seek clarification regarding the patent applications concerned. To date I have not received any meaningful responses to the questions raised when such enquiry has been raised by me or my Australian solicitors with Griffith Hack who instruct you, or with Snedden Hall and Gallop, who act for Dyesol generally in the related matters. Instead Griffith Hack, acting for Dyesol, is trying to assert that it is entitled to 'assume' that I refused to sign any documents relating to any patent applications.

On 10-October-06, Lorne Wood-Roe of Griffith Hack in regards to my letter to you of 4 October 2006, stated:

"From the content of the attachments to your letter, there seems to have been an assumption made on your part that it is important to Dyesol that you sign the forms that I have sent to you in recent times. I think you may have overestimated the importance to Dyesol of you signing these forms. I think that could be why you are not receiving replies to some of the letters Bill Szekely has sent. It just is not that big an issue. It is only a formality."

Although Griffith Hack representing Dyesol considers this matter as a non-important "formality", my understanding has at all times been in relation to patent law that in the US in particular, a declaration before the USPTO is **important and more than just a formality**.

Once again I confirm that before I can consider signing any declarations, the clarifications that I have been requesting should unequivocally be given to me. I refer to the letter from my solicitors, Szekely & Associates to Snedden Hall & Gallop of 25 Aug 06.

Consequently I state that it is clearly premature and inappropriate for any misrepresentations or self serving assumptions about what I have asked to be made in an endeavour to undermine the situation and further Dyesol's attempts (through Griffith Hack) to present the situation to you and the USPTO **as if I simply refused to sign the forms**. – it is clearly not the case!

Indeed it was Dyesol and STI that persistently refused to answer my questions, thus preventing me from signing these forms.

I agree with your explanations concerning ownership of the patents and, in particular, your statement that *"unless and until the above identified applications are assigned, ownership in and to those*

applications will remain in the name of the true and actual inventors". In July 2006 I notified Mr. Richard Caldwell, who is the chairman of Dyesol, that assignment of STI patents was not complete at all. I shall bring this again to his attention.

Your explanation is, however, in contradiction with the position taken by Dyesol as expressed by Griffith Hack and Snedden Hall & Gallop. In his letter of 29 Sep 06 Tal Williams who formerly acted for Dyesol writes:

"It is relevant to note that your client is not 'assigning' (per your offer) anything to my client. I accept the position put to you by Griffith Hack that your client does not have any rights in relation to the Patent except to be named as one of the inventors. He has been so included and simply needs to sign to enable registration".

It seems that, unfortunately, the full details of this were not communicated to you and you are not in possession of first hand knowledge related to these inventions..

I sincerely hope that the issues will be resolved in terms of the letter of 13 October 2006 sent by Szekely & Associates representing myself to Snedden Hall & Gallop(who represent Dyesol and who are in possession of full details regarding this matter).

At the same time, please ensure that you prevent any misrepresentation of my position to the USPTO having regard to the commercial and professional ramifications of such a misrepresentation. Any representations portraying my inquiries and concerns as refusal to cooperate **are incorrect** and will be vigorously agitated as such, if necessary to the USPTO.

As recently as 26 Oct 06, Lorne Wood-Roe once again wrote that Dyesol " *...will be using existing agreements... to record assignments*". **Dyesol disregards, however, my inquiries and avoids confirming the fundamental agreement and associated arrangements that were pre-requisites to the execution of the existing Deeds.**

In the absence of confirmation from Dyesol, any purported assignment documents that may be presented to you are clearly subject to doubt from the standpoint of the criteria necessary for the USPTO. For more details on this issue I refer to my letter to you of 6 September 06. I therefore take it that my correspondence with you (including this letter) will be communicated to the USPTO for inclusion in the files of the inventions concerned.

Thank you



Igor Skryabin

Dr Igor Skryabin
76 Schlich St
Yarralumla
ACT 2600
Australia

LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

NOTE: MPEP, § 409.03(e), 8th Edition:

"An application filed pursuant to 37 CFR 1.47 must state the last known address of the nonsigning inventor.

"That address should be the last known address at which the inventor customarily receives mail. See MPEP § 605.03. Ordinarily, the last known address will be the last known residence of the nonsigning inventor.

"Inasmuch as a nonsigning inventor is notified that an application pursuant to 37 CFR 1.47 has been filed on his or her behalf, other addresses at which the nonsigning inventor may be reached should also be given."

Full name of nonsigning inventor

Igor Lvovich Skryabin

Last known address of nonsigning inventor

Last known address 76 Schlich Street, Yarralumla ACT 2600 Australia

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor, but other addresses at which the nonsigning inventor may be reached should also be given in the space below. M.P.E.P. § 409.03(e), 6th ed.

Anna Hopper

From: george p [georgephani@hotmail.com]

Sent: Thursday, October 19, 2006 5:01 AM

To: Patent

Subject: PCT/AU2004/001513 *GRIHAC P47AUS*

19-Oct-06

Attachments in GRIHAC P47AUS folder

Davis & Bujold,
(P.L.L.C. Fourth Floor
500 N. Commercial Street Manchester
NH 03101-1151)
112 Pleasant Street
Concord, New Hampshire 03301-2931
Tel: + (603) 2267490
Fax: +(603) 2267499
email: patent@davisandbujold.com

Dear Sirs,

RE: PCT/AU2004/001513

I am sending you this letter so that you are aware of the current situation regarding the above patent applications.

I am a co-inventor of the invention disclosed in the above application that currently proceeds in the name of Sustainable Technologies International (STI). I understand that you represent STI before the US patent office in the matters related to this invention.

In May 2006 Griffith Hack acting for STI asked me to sign :

1. Declaration of inventorship, and
2. Assignment of this invention to STI.

I asked for the clarification of certain issues as per my letter to Griffith Hack attached. I have also invited STI to discuss this matter. Further, my solicitor wrote to STI solicitor (attached). Up-to-date I received no reply to my inquiries and, therefore, I can not sign the forms presented to me by Griffith Hack.

While the issues are not clarified I question the validity of any documents that may have been presented to the USPTO with a purpose to demonstrate that I assigned my rights in this invention to STI or any other entity.

Yours truly,

George Phani
88 Sylvan Ridge Dr
Illawong NSW 2234
Sydney Australia

10/19/2006

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10/19/2006

DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR

NOTE: Complete either these facts or the facts as to REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS or both, in applicable circumstances.

NOTE: "The statement of facts must be signed, where at all possible, by a person having firsthand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included statement of facts. It is important that the statement contain facts as opposed to conclusions." MPEP, § 409.03(d), 8th Edition.

(use Supplemental Page(s), if necessary)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6]—page 4 of 7)



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Szekely & Associates, Lawyers
Level 4
55 York Street
SYDNEY NSW 2000

Attention: William Szekely

10 October 2006

Dear Mr Szekely

United States Of America Patent Applications Nos. 10/570530, 10/577971 and 10/583121

Our Ref: LWR:KN:FP23432:FP23684 and FP23978

I refer to your letter of 17 August 2006.

You are representing Dr Igor Skryabin who is named as inventor in connection with United States patent application nos. 10/583,121, 10/570,530 and 10/577,971. You have asked me to direct all correspondence to Igor Skryabin via you.

As you know, I have previously been seeking the signature of Dr Skryabin on a form associated with each of the above identified patent applications being the "Combined Declaration and Power of Attorney" form. I attach these forms again along with copies of the specifications of the patent applications.

I received an email from Igor Skryabin dated 28 September 2006 (copy attached). In that email Igor explains that he is not disputing his inventive contributions to the inventions and he states *"you can use this statement as a confirmation of my inventorship"*.

I would be more efficient for all concerned if Igor simply signed the Declaration forms. Until such time as I receive forms signed by Igor I will assume he is unwilling to do this.

Yours sincerely



Lorne Wood-Roe
Senior Associate
lorne.woodroe@griffithhack.com.au

Enc Copy of email from Igor Skryabin
Specifications and Declaration and Power of Attorney forms for US nos.
10/570530, 10/577971 and 10/583121

MELBOURNE

SYDNEY

PERTH

BRISBANE

Lorne Wood-Roe

From: IP ASSETS [iskryabin@gmail.com]
Sent: Thursday, 28 September 2006 3:54 AM
To: Lorne Wood-Roe
Subject: Patent applications

Dear Lorne,

I am not disputing my inventive contribution to the inventions and you can use this statement as a confirmation of my inventorship.

However, to be able to sign the forms that you presented, including the inventorship declaration, I need a clarification of the issues I raised in my previous correspondence. My inquiries are broader than the assignment issue. For some reason Dyesol, STI, Smart and you decided to ignore my inquiries and this resulted in extended correspondence and escalated costs. The matter has become complex and is being dealt with by Snedden Hall & Gallop representing Dyesol and by Szekely & Associates representing myself.

Best regards,
Igor Skryabin

From: Lorne Wood-Roe [mailto:lorne.woodroe@griffithhack.com.au]
Sent: Tuesday, 26 September 2006 3:53 PM
To: igor.skryabin@anu.edu.au; Igor Skryabin; Igor Skryabin
Subject: US patent applications

Igor,

The US attorneys forwarded me the attached letter which they received from you.

In your letter you state that you are prepared to sign the inventorship form if you are provided with clarification on the assignment issue. The issues of inventorship and assignment are completely separate. There really is no link between the two at all. Whether or not you were an inventor of an invention is a different enquiry to whether or not you own rights to the invention. So, signing the inventorship form does not indicate that you have assigned rights, it only indicates that you are an inventor.

I will call you later to discuss.

Lorne

Lorne Wood-Roe

Senior Associate

GRIFFITH HACK

Level 29, Northpoint

100 Miller Street

North Sydney NSW 2060

Tel. + 61 2 9925 5900

Fax. + 61 2 9925 5911

27/09/2006

lorne.woodroe@griffithhack.com.au

www.griffithhack.com.au

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you have received it in error, please contact us immediately. Confidentiality and/or

privilege will not be waived, lost or destroyed if it is transmitted in error. Only the

addressee may read, copy and/or use it. We use virus scanning software but exclude

all liability for viruses or similar in it or any attachment to it.

27/09/2006

Phil Hayward

Haywards Solicitors
Tel: (02) 9283 7222
Fax: (02) 9283 7722

Our Ref: PH/JW

30 June 2006

Snedden Hall & Gallop Lawyers
4th Floor
11 London Circuit
Canberra
ACT 2601
Attention Tal Williams
Facsimile 6201 8900

Dear Mr Williams,

Re: George Phani

I act for George Phani.

I have received a copy of your letter to my client 21 June 2006.

I have obtained from my client, instructions in relation to his employment with Sustainable Technologies Australia Limited. Our client has advised us that in the period July to October 2004, Sustainable Technologies Australia Limited under paid our client his salary by a gross figure of \$16,000.00. This was done over a number of months and was readily acknowledged by your client.

In addition, we are instructed that there has been an under payment of superannuation pursuant to the Superannuation Guaranteed Charge Scheme of Legislation which approximates \$4,000.00.

Finally, our client resigned his employment with Sustainable Technologies Australia Limited because he had been short paid his salary over a lengthy period of time and by a significant sum. In those circumstances, the termination arises from a breach of my client's employment contract by Sustainable Technologies Australia Limited. That triggers our client's entitlement to a

payment of his accrued long service leave, which we estimate to be 5.55 weeks accrued leave, which at the date of termination of my client's employment was \$7,086.53.

The total outstanding to my client is \$27,086.00.

My client is entitled to recover and intends to pursue recovery of those entitlements.

As to your correspondence and the correspondence from Griffith Hack in their letter dated 9 May 2006, both letters seek to have my client and some other people assign to Sustainable Technologies International Pty Ltd, the rights and interests they may have in the Multilayered Photovoltaic Device on Envelope Surface. My client was employed by Sustainable Technologies Australia Limited not by Sustainable Technologies International Pty Ltd. He has no obligations to Sustainable Technologies International Pty Ltd. The apparent assignment of the rights in the invention as advised in your client's (undated) letter to my client is irrelevant in relation to the matter. As employment contract or the rights or obligations which arise under it cannot be assigned.

Accordingly, if our client has any obligations in relation to complete documents to assign trade secrets, inventions and copy right, that obligation does not extend to Sustainable Technologies International Pty Ltd or any subsequent entity to whom the interest in the invention are assigned.

Any further correspondence in the matter should be directed to this firm.

Yours sincerely,

Phil Hayward

GRIHAC P47AUS

COMBINED DECLARATION AND POWER OF ATTORNEY

(Original, Design, National Stage of PCT, Supplemental)

As a below named inventor, I hereby declare that:

TYPE OF DECLARATION

This declaration is of the following type: (check one applicable item below)

- ☐ original
- ☐ design
- ☐ supplemental
- ☒ National Stage of PCT
- ☐ divisional (see added page)
- ☐ continuation (see added page)
- ☐ continuation-in-part (see added page)

INVENTORSHIP IDENTIFICATION

My/our residence, post office address and citizenship is/are as stated below next to my/our name. I/We believe that the named inventor or inventors listed below is/are the original and first inventor or inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

TITLE OF INVENTION

MULTILAYERED PHOTOVOLTAIC DEVICE ON ENVELOPE SURFACE

SPECIFICATION IDENTIFICATION

The specification of which: (complete (a), (b) or (c))

- (a) ☐ is attached hereto.
- (b) ☐ was filed on _____ with an effective filing date of November 3, 2004
_____ as
☐ Serial No. _____ or
☐ Express Mail No. _____ as Serial No. (not yet known) and
was amended on _____ (if applicable).
- (c) ☐ was described and claimed in PCT International Application No. PCT/AU2004/001513 filed on November 3, 2004 and as amended under PCT Article 19 on _____ (if any).
- (d) ☐ amended on _____

POWER OF ATTORNEY

As a named inventor, I hereby appoint all of the practitioners associated with the **Customer Number 020210**, namely, Anthony G. M. Davis, Registration No. 27,868, Gary D. Clapp, Registration No. 29,055, Michael J. Bujold, Registration No. 32,018, Scott A. Daniels, Registration No. 42,462 and Jay S. Franklin, Registration No. 54,105, as attorneys and/or agents to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection therewith.

☐ Attached as part of this Declaration and Power of Attorney is the authorization of the above-named attorney(s) to accept and follow instructions from my representative(s).

Send Correspondence to:

Customer No. 020210
Davis & Bujold, P. L. L. C.
Fourth Floor
500 N. Commercial Street
Manchester, NH 03101-1151

Direct Telephone Calls to: (603) 624-9220

Direct Facsimiles to: (603) 624-9229

**DETAILS OF REFUSAL OF NONSIGNING INVENTOR
TO SIGN APPLICATION PAPERS**

NOTE: Complete either these facts or the facts as to **DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR** or both, in applicable circumstances.

NOTE: MPEP, § 409.03(d), 8th Edition:

"A refusal by an inventor to sign an oath or declaration when the inventor has not been presented with the application papers does not itself suggest that the inventor is refusing to join the application unless it is clear that the inventor understands exactly what he or she is being asked to sign and refuses to accept the application papers. A copy of the application papers should be sent to the last known address of the nonsigning inventor, or, if the nonsigning inventor is represented by counsel, to the address of the nonsigning inventor's attorney. The fact that an application may contain proprietary information does not relieve the 37 CFR 1.47 applicant of the responsibility to present the application papers to the inventor if the inventor is willing to receive the papers in order to sign the oath or declaration. It is noted that the inventor may obtain a complete copy of the application, unless the inventor has assigned his or her interest in the application, and the assignee has requested that the inventor not be permitted access. See MPEP § 106. It is reasonable to require that the inventor be presented with the application papers before a petition under 37 CFR 1.47 is granted since such a procedure ensures that the inventor is apprised of the application to which the oath or declaration is directed. In re Gray, 115 USPQ 80 (Comm'r Pat. 1956).

"Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Statements by a party not present when an oral refusal is made will not be accepted.

"Proof that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the nonsigning inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient. When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts. The document may be redacted to remove material not related to the inventor's reasons for refusal.

"When it is concluded by the 37 CFR 1.47 applicant that a nonsigning inventor's conduct constitutes a refusal, all facts upon which that conclusion is based should be stated in the statement of facts in support of the petition or directly in the petition. If there is documentary evidence to support facts alleged in the petition or in any statement of facts, such evidence should be submitted. Whenever a nonsigning inventor gives a reason for refusing to sign the application oath or declaration, that reason should be stated in the petition."

The non-signing inventor, Igor Skryabin, has made an express written refusal and I attach a copy of a letter dated 1 June 2006 co-signed by Igor Skryabin and George Phani which explains that inventor Igor Skryabin refuses to sign the application paperwork.

I am informed that inventor Igor Skryabin was employed by the assignee company Sustainable Technologies International Pty Ltd at the time the invention was made. However, inventor Igor Skryabin is currently in dispute with his former employer.

(use Supplemental Page(s), if necessary)